

FILED
4/19/22 10:59 am
CLERK
U.S. BANKRUPTCY
COURT - WDPA

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	
Ashley M. Yohe,)	Case No. 19-20911-GLT
)	Chapter 13
Debtor)	
)	Related to Dkt. No. 127
Ashley M. Yohe,)	
)	
Movant)	
)	
vs.)	
)	
AES, American Express, American Express))	
National Bank, Andrews Federal Credit))	
Union, Barclays Bank, Capital One, Capital))	
One Bank (USA), N.A., JPMorgan Chase))	
Bank, N.A., Chase Bank USA, N.A.,))	
CitiCards CBNA, Citibank, N.A., Comenity))	
Bank/Pottery Barn, Compel Fitness, ECMC,))	
Fifth Third Bank, Greensky, LLC/Home))	
Depot Loan Services, Home Depot -))	
CBNA, Internal Revenue Service, LVNV))	
Funding, LLC, Nordstrom, PA Department))	
of Revenue, PHEAA, PNC Bank Retail))	
Lending, PNC Card Services, PRA))	
Receivables Management, LLC,))	
Payoff, Inc., Paypal Credit, Peoples Gas))	
Company, LLC, Portfolio Recovery))	
Associates, LLC, Quantum3 Group, LLC))	
as agent for Comenity Bank, SYNCB/Old))	
Navy, Synchrony Bank, Suntrust/THD,))	
Synchrony Bank, Toyota Lease Trust,))	
Toyota Motor Credit and))	
Ronda J. Winnecour, Chapter 13 Trustee,))	
)	
Respondents)	

CONSENT ORDER APPROVING MORTGAGE REFINANCE

AND NOW, comes the debtor, Ashley M. Yohe, by and through her attorney, Lauren M.

Lamb and Steidl and Steinberg, and respectfully represents as follows:

1. This case was commenced on March 8, 2019 when the debtor filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. Debtor currently has first and second mortgage loans through Andrews Federal Credit Union (hereinafter “Andrews”).
3. Debtor’s second mortgage loan has a variable interest rate and is currently in an interest-only repayment period, which ends in November of 2022. Debtor feels that it is vitally important for her to refinance this loan prior to the interest-only period ending in order to prevent a significant increase in the payment.
4. Debtor was tentatively approved for a mortgage loan refinance with Andrews in which Andrews would refinance both current loans into one loan.
5. The following chart shows a breakdown of the current loan terms and the proposed refinancing terms with approximate loan amounts and monthly payments:

Current Loan Terms First/Second		Under Proposed Refinancing
\$296,462.42/\$113,418.94	Loan Amount	\$423,000.00*
4.75%/Variable w/ 4% floor	Interest Rate	4.45%
November 1, 2042/November 1, 2037	Maturity Date	May 1, 2052
\$1,875.69/\$386.55 currently	P&I Payment	\$2,130.73*
\$3,019.63/\$386.55 currently	Total Payment, including initial Escrow Payments	\$3,106.00*

*Said numbers are estimates. The exact amount refinanced and the exact amount of the payments will be dependent on a number of factors, including, non-exclusively, the date that the escrow closes, which will affect the amount of the prepaid costs and fees (taxes, impound, insurance, etc.), which will affect the amount of the monthly payments and any possible updated information provided to the Credit Union right before closing from the insurance company

and/or taxing authorities, or vendors who are providing services related to the loan. The Credit Union has provided the Debtor and Trustee with an estimated closing statement for purposes of preparing this Order.

6. Andrews Federal Credit Union will not be paid any origination fees other than its costs, nor will it be paid any points.
7. A Closing Disclosure sheet issued on April 14, 2022 reflecting estimated closing costs is attached hereto, incorporated herein and labeled Exhibit "A." It too is only an estimate that was in effect at that time.
8. Debtor will not receive any cash at closing.
9. Debtor shall file a Report of Financing within 14 days of closing.
10. Debtor shall file an amended Chapter 13 Plan or Stipulated Order Modifying Chapter 13 Plan within 30 days of closing in order to provide for payment of the refinanced loan through the Plan.
11. The Chapter 13 Trustee shall distribute the amount of the contractual monthly payment each month on the refinanced loan, and no more than the amount due. It will be the amount due if the Trustee has the funds to do so. Payments for the current month will be made no later than the 10th day of each month, as long as the Trustee has adequate funding to distribute the payment.
12. The parties to this agreement agree that the Chapter 13 Trustee be given authorization to begin disbursements on the refinanced mortgage prior to confirmation of an amended Chapter 13 Plan or approval of a Stipulated Order Modifying Plan as adequate protection for Andrews. The first payment will be due on June 1, 2022. The payment will need to be received by the Credit Union

on or before June 10, 2022. Therefore to keep things on track, the Trustee will remit the payment by the end of May, 2022 for the June 1, 2022 payment.

13. The Office of the Chapter 13 Trustee does not oppose the debtor moving forward with the financing.
14. There are funds on deposit in the old first mortgage's escrow account are estimated to be in the sum of \$3,894.72. Said funds will be remitted to the Debtor by the Credit Union's servicer in the ordinary course of business. Debtor will remit the escrow refund to the Chapter 13 Trustee for payment to allowed unsecured creditor claims.

Wherefore, Debtor requests that she be approved to refinance her first and second mortgage loans with Andrews Federal Credit Union.

It is so Ordered that:

1. The Debtor is approved to refinance her first and second mortgage loans with Andrews Federal Credit Union subject to the above terms and Debtor is permitted to execute any documents necessary to effectuate that refinance.
2. The Chapter 13 Trustee is authorized to begin disbursements on the refinanced mortgage with her May, 2022 distribution.

Respectfully submitted,

April 15, 2022
DATE

/s/ Lauren M. Lamb
Lauren M. Lamb, Esquire
Attorney for the Debtors
STEIDL & STEINBERG

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April 15, 2022
DATE

/s/Owen Katz
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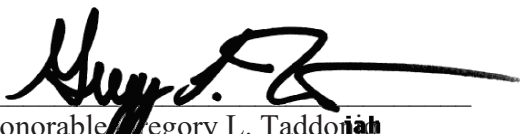
April 15, 2022
DATE

/s/A. Lysa Simon
A. Lysa Simon, Attorney for Andrews Federal
Credit Union
9846 White Oak Avenue, Suite 205
Northridge, CA 91325
(818)701-5200
CA Bar No. 94884 (Pro Hac Vice)

April 15, 2022
DATE

/s/Karina Velter
Karina Velter, Local Counsel for Andrews Federal
Credit Union
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DATED: April 19, 2022


Honorable Gregory L. Taddo
United States Bankruptcy Judge

In re:
Ashley M. Yohe
Debtor

Case No. 19-20911-GLT
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0315-2
Date Rcvd: Apr 19, 2022

User: auto
Form ID: pdf900

Page 1 of 2
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 21, 2022:

Recip ID	Recipient Name and Address
db	+ Ashley M. Yohe, 3134 Algonquin Trail, New Kensington, PA 15068-8736
aty	+ A. Lysa Simon, Law Office of A. Lysa Simon, 9846 White Oak Avenue, Suite 205, Northridge, CA 91325-4806
	+ Owen Katz, Esq., Suite 3250 USX Tower, 600 Grant Street, Pittsburgh, PA 15219-2702

TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 21, 2022

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 19, 2022 at the address(es) listed below:

Name	Email Address
Brian Nicholas	on behalf of Creditor Toyota Lease Trust bnicholas@kmlawgroup.com
Christopher A. DeNardo	on behalf of Creditor Andrews Federal Credit Union logsecf@logs.com cistewart@logs.com;cdenardo@logs.com
Karina Velter	on behalf of Creditor Andrews Federal Credit Union kvelter@hoflawgroup.com ckohn@hoflawgroup.com
Keri P. Ebeck	on behalf of Creditor Toyota Lease Trust kebeck@bernsteinlaw.com jbluemle@bernsteinlaw.com
Kevin Scott Frankel	on behalf of Creditor Andrews Federal Credit Union pabk@logs.com logsecf@logs.com
Lauren M. Lamb	

District/off: 0315-2

User: auto

Page 2 of 2

Date Rcvd: Apr 19, 2022

Form ID: pdf900

Total Noticed: 3

on behalf of Debtor Ashley M. Yohe

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LR53037@notify.bestcase.com;rlager@steidl-steinberg.com;leslie.nebel@steidl-steinberg.com

Lily Christina Calkins

on behalf of Creditor Andrews Federal Credit Union logsecf@logs.com cistewart@logs.com;lcalkins@logs.com

Office of the United States Trustee

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Ronda J. Winnecour

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S. James Wallace

on behalf of Creditor Peoples Gas Company LLC f/k/a Peoples TWP LLC ecfpeoples@grblaw.com,
PNGbankruptcy@peoples-gas.com

TOTAL: 10